

## **REMARKS**

### **OVERVIEW**

Claims 1-28 are pending in the present application. The prior action to the present action included several minor informality objections and an obviousness-type double patenting rejection. Applicant gratefully acknowledges that the obviousness-type double patenting rejection has been overcome and the informalities have been remedied.

The present action raises the following new rejections. First, a minor wording objection has been made to claim 25. Secondly, obviousness rejections have now been entered to all pending claims. These new rejections have been reviewed and the present response is an earnest attempt to overcome them. Reconsideration is respectfully requested.

### **OBJECTION TO CLAIM 25**

The Examiner has objected to the phrase " application/web server" in line 9 of claim 25. The Examiner questions whether it was intended to mean "an application or web server" or "an application and web server".

It is respectfully submitted that the original phrase is clear and used in the industry. Attached are two pages from a Google search for the phrase. As indicated, the phrase refers to a server that can function either as an application server or a web server.

The phrase is used verbatim in Applicant's specification (see, e.g., at least page 23, line 30 and Figure 29 reference numeral 100). It is therefore respectfully submitted that the phrase is clear and supported in the specification, and has a clear meaning to those skilled in the art.

## § 103 REJECTIONS

All of claims 1-28 have been rejected as obvious based on a combination of alleged prior art references. Each obviousness rejection will be addressed in the order presented in the Office Action.

- **Office Action Numbered Paragraphs 8-24**

Claims 1, 2, 4-13, 16, 18, 20, 23 and 25-28 stand rejected as being unpatentable for obviousness based on Walker U.S. Patent 6,553,346 ("Walker") in view of Lindsey U.S. Patent 5,285,383 ("Lindsey"). This rejection is respectfully traversed.

The obviousness statute, 35 U.S.C. § 103, states that even if the claimed invention is not identically disclosed or described by any prior art reference, it can still be unpatentable "if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which the subject matter pertains." Courts have held that it is the burden of the Patent Office to present at least a *prima facie* case of obviousness. To do so, the claim as a whole (the entire wording of the claim; including each of its material limitations) must be evaluated in light of: (a) the state of the art at the time the invention was made, (b) the level of the "ordinarily skilled" person in the art, (c) the differences between the claimed invention as a whole and the disclosures and teachings of the cited prior art, and (d) secondary indicia or factors of non-obviousness (e.g., to solve a long existing problem in the art, commercial success, teaching away by the state of the art, etc.).

It is respectfully submitted that a *prima facie* case of obviousness has not been established regarding the above rejected claims of the application for at least the following reasons.

Consider first Applicant's independent claim 1. The preamble recites "a method of facilitating the contracting of agricultural commodities using the Internet". The body of Applicant's claim 1 specifies that data regarding "one or more agricultural commodity buyers" and "information related to the types, amounts, or deliveries of the commodities" is used. Claim 1 also recites use of data "from a supplier of an agricultural commodity relating to a specific type and amount of a commodity which the supplier is willing to supply to a buyer at harvest or at other times".

Applicant's specification provides several examples of claim 1. Under § 103, the context of the state of the art relevant to the claimed invention is important. As can be seen in Applicant's specification, a variety of internet or web-based systems are acknowledged to have existed at the time of the invention. However, those systems do not address, the types of contracting of the examples of the presently claimed invention.

In the example of contracting for grain commodities, the state of the art at the time of the invention was extremely labor intensive and complex. Additionally, the nature of the state of the art had to deal with a number of different potentially interested parties with a number of variables. The combination of variables presented a unique problem in how to help "facilitate" the formation of commodities contracts between interested parties.

Therefore, Applicant's independent claim 1 "preamble" intentionally was written to a method of "facilitating the contracting of agricultural commodities". The specific method steps that follow address such "facilitating" of contracting. Compare this then to cited references Walker and Lindsey.

Walker is entitled "Conditional Purchase Offer (CPO) Management System for Packages". Its abstract specifically describes the state of the art it applies to and the problem in that state of the

art it addresses. Essentially, it addresses the issue of how to help a seller of such things as airline tickets, hotel reservations, cruises, or car rentals (Walker col. 1, lines 40-42) get the best price for them. It specifically relates to packaged deals (e.g., airline tickets plus hotel plus rental car). As described in Walker, the problem is that excess inventory may not simply be discounted to the marketplace. This would create price wars as well as obviously bear the risk of foregoing the potential of more revenue. (Walker col. 2, line 43 - col. 3, line 8). A specific example given in Walker is that the Walker invention attempts "to fly each aircraft as full as possible without allowing earlier-booking discount-fare travelers to displace later-booking full-fare travelers." (Walker col. 1, lines 53-55).

The solution of Walker is to break up a package deal into individual components without any potential "buyer" being able to see all of the components, and then getting the best price for each package component. There is also an element of binding the seller of the package when each of the package components is accepted by for each component buyers.

Therefore, the state of the art of Walker is focused on a specific method to address a specific problem with regard to optimizing revenue from package deals that can be split into different components.

If an airline carrier, a hotel chain, and a car rental agency have excess capacity at any time, it is better to fill that capacity than not. However, if they simply discounted the price of each, all three of those components could leave significant potential revenue on the table. It could also reveal to competitors the discounted pricing which could engender a price war that would further reduce revenue for all sellers. Walker describes a method to bind the selling price of individual package components as well as not compromising the existing price structure of the seller. (Walker col. 3, lines 1-8).

Lindsey is entitled "Method for Carrying Out Transactions of Goods Using Electronic Title". Lindsey is another example of an internet based system that relates to selling and buying. However, as set forth in Lindsey, the state of the art it relates to is how to keep track of legal title, and replace state of the art paper title system assigned to specific physical goods such as bales of cotton with "electronic" title. (Lindsey col. 1, lines 15-67). Lindsey electronically manages legal title for physical goods without having physical paper title to be transferred from location to location, or party to party. (See, Lindsey "Summary of the Invention", columns 2 and 3).

In contrast, Applicant's claim 1 is a method for "facilitating the contracting of agricultural commodities". It describes "types, amounts, or deliveries of the commodities" relative to one or more buyers. It describes specific "type and amount of commodity which the supplier is willing to supply to a buyer at harvest or at other times". In the context of claim 1, contracting can occur even before the commodity is harvested. In other words, this allows "forward contracting" -- the commodities involved may not have even been created yet. As described in Applicant's specification, this allows suppliers or producers to publish, so to speak, specific types and amounts they are "willing to supply", even before they have grown or produced the commodity. Concurrently, willing buyers can post "types, amounts or deliveries" they are seeking. Therefore, specific information to facilitate contracting is recited in claim 1.

The last step of Applicant's claim 1 states "generating a contract for the sale of the specific type and amount of the commodity by the supplier to the buyer". As described in Applicant's specification, this is not creation of a contract that unilaterally binds either party. It generates a contract that then must be agreed to by both parties. The preceding steps, however, provide a combination of "facilitating contracting of commodities".

The state of the art at the time of the involved buyers spending substantial resources to contact prospective sellers or storage facilities to try to recruit or reserve grain to be produced. Sellers either spent substantial resources locating potential buyers or had to rely on long-standing relationships with brokers or grain storage facilities. This effected flexibility of the sellers and buyers and the price the seller was able to contract for.

Applicant's claim 1, for example, is essentially describing a method with improved flexibility for all parties. It allows buyers and sellers, as well as third parties, to publish they are looking for or willing to do. This would include specifying types, amounts, deliveries, other variables relevant to such contracting.

Therefore, Applicant's claim 1 differentiates from Walker in that it is addressed to a state of the art that is distinct from the state of the art addressed by Walker. Again, Walker is a specified solution to selling off packages of services, such as an airlines, hotel, car rental package, by splitting up the package into components to shield the prices of the other components from buyers and to try to minimize the effect on the seller's full price pricing structure. Applicant's claim 1 is a methodology of helping buyers and willing suppliers of a specific agricultural commodity to move towards contracting for "the specific type and amount of the commodity". It is not about different types of commodities sold as packages.

Lindsey is addressed to improving on the old state of the art paper title handling method for in-being physical goods like bales of cotton. It specifically deals with electronically managing whether the physical goods can be shipped or loans can be authorized regarding those physical objects on the basis of whether legal title is verified. This is also a completely different state of art than addressed by Applicant's claim 1.

Thus, it is respectfully submitted that the disclosures and teachings of Walker and Lindsey, whether viewed individually or combined, do not disclose or teach Applicant's method of claim 1. Differences between the combined methodology of Applicant's claim 1 and Walker and/or Lindsey do not present a *prima facie* case of obviousness.

Indeed, Walker specifically mentions conditional purchase offers (CPOs) and the ability for unilateral binding of a deal by a buyer (e.g. "if each component CPO of a given package CPO is accepted, the package CPO management system binds the buyer, on behalf of each of the accepting sellers, to purchase the entire package."See Walker abstract). As mentioned, Applicant's claim 1 is trying to facilitate contracting. It does not allow either side to unilaterally bind the other party.

Similarly, Lindsey assumes a conventional state of the art practice of facilitating purchase of the physical bales of cotton and then addresses how legal title is handled regarding those in-being goods. In contrast, Applicant's claim 1 is addressing the facilitation of hopeful formation of contracting.

In summary, in Applicant's "Background of the Invention" recognizes prior systems that address in different ways different aspects of wide area network or internet based communication of data that may relate to buying and selling of goods and services. The point is that just as Walker and Lindsey have been granted patent protection on specific targeted aspects of utilizing the internet, Applicant likewise has discovered and claimed its specific application to a specific state of the art. Nothing is seen in Walker or Lindsey which discloses or teaches Applicant's claim 1. Nothing is seen in Walker or Lindsey which suggests their combination, or if combined, the specific method of claim 1. As stated, Lindsey is involved with legal title for specific in-being products. Walker addresses packaged deals that can be broken down into different components of

unlike services or goods. There is no teaching or suggestion of combination of Walker and Lindsey.

For these reasons it is respectfully submitted that Applicant's claim 1 is not obvious in light of Walker and Lindsey and is patentable there over.

Dependent claims 2 and 4-12 from claim 1 are submitted to be patentable for the reasons expressed in support of claim 1. Additionally, independent grounds of patentability for claim 9 exist. Nowhere in Walker or Lindsey is there any teaching or suggestion of identifying a quantity of agricultural product based on "a desired allocation of the quantity of agricultural products amount a plurality of areas". Again, Walker actually teaches concealment of information about components of its packages opposed to revealing information. Lindsey relates to a different specific use of the internet. In particular, it relates to what happens to a physical bale after it has been legally titled.

Similarly claim 10 is neither disclosed nor taught by either cited reference.

Dependent claim 12 refers to the additional step of executing a contract once it is generated. This corroborates the contract is not unilaterally acceptable by either buyer or seller in Applicant's claim 1. It requires both to agree once the contract is generated. Compare Walker which has as an object to allow unilaterally binding of a CPO by one party. Compare Lindsey which deals with legal title, meaning the contract has been bilaterally agreed to already.

Independent claim 13 is similar to Applicant's independent claim 1. Note the preamble includes the phrase a method "facilitating and tracking the contracting of agricultural crops". The body of claim 13 is similar to claim 1 in relating to facilitating contracting with respect to specific data that can be stored regarding predicates to forming a contracting of agricultural crops. Claim 13 adds steps regarding updating the data relative to an allocation of acres or bushels committed.



In contrast, Walker is directed to a different concept. Lindsey is likewise. Walker does not speak to updating specifics of a commodity. Nor does Lindsey. Both assume that the package or components, or goods are fixed. Walker tries to get the best price for them. Lindsey tries to facilitate handling of legal title for them. It is therefore respectfully submitted independent claim 13 is not obvious.

Claims 16, 18, 20-23 are dependent from claim 13 and are submitted to be allowable for the reasons expressed in support of both claim 1 and claim 13.

Dependent claims 21-23 add further specifics regarding the step of "allocating". Independent grounds for patentability of these claims exists as such disclosure teaching is not seen in either Walker nor Lindsey, nor is there any suggestion of the same.

Independent claim 25 is an apparatus claim that includes data similar to that set forth in claim 1. For the reasons expressed in support of claim 1, the combination of limitations of claim 25 is submitted to neither be disclosed nor taught by Walker or Lindsey, or a combination of the same.

Independent claim 26 is a system claim. It has limitations regarding the data it uses for the system that is similar to the limitations in Applicant's independent claims 1 or 25. It is therefore respectfully submitted claim 26 is neither disclosed nor taught by either of the cited references or suggested by a combination thereof.

- **Office Action Paragraphs 25 and 26**

Claims 3 and 19 stand rejected as obvious on Walker in view of Lindsey and further in view of what the Examiner calls "dictionary" (the 1997 Microsoft Press Computer Dictionary 3rd Edition, page 268 regarding definitions of "Java language and Java applet").

Claims 3 and 19 are dependent from Applicant's independent claims 1 and 13 respectively. The Microsoft Press Computer Dictionary adds nothing to the teaching of Walker or Lindsey relative to the differences between Walker and Lindsey and Applicant's claims 1 and 13. Therefore it is submitted dependent claims 3 and 19 are allowable over that combination of art for the reasons expressed in support of independent claims 1 and 13.

- **Office Action Paragraphs 27-29**

Claims 14, 15 and 17 stand rejected as obvious in view Walker in view of Lindsey and further in view of what the Examiner calls "Official Notice".

Claims 14, 15 and 17 are dependent on claim 13 and are submitted to be allowable for the reasons expressed in support of Applicant's independent claim 13.

The Examiner takes the position that it "is old and well known to have buyer determined delivery terms and methods included in a contract". Office Action, paragraph 28. The Office Action also takes the position that "basing pricing a contract on quality is old and well known in the art". Office Action paragraph 29.

It is respectfully traversed that the limitations of these dependent claims are well known in the context of their independent claim 13. Further, please note that dependent claims 14, 15 and 17 relate to "delivery times and methods", "quality data for growing a delivered products", or "time of delivery and a quality measure" relevant at the formation time of a contract for agricultural commodities. As disclosed in Applicant's specification, this can be prior to the commodity being grown or in-being. Therefore, for similar reasons expressed in support of the patentability of claim 13, it is submitted that claims 14, 15 and 17 are neither disclosed nor taught by the cited art and are patentable there over.

- **Office Action Paragraphs 30-33**

Claim 24 stands rejected as obvious on the basis of Smith U.S. Patent 5,963,952 ("Smith") in view of "Hipsley" (article entitled "Developing Client/Server Applications With Oracle Developer/2000") copyright 1996. This rejection is respectfully traversed.

Applicant's independent claim 24 provides "... providing a controlled script which uses a limited amount of state data stored by the Internet browser during the execution of a task, the state data stored by the browser identifying a subset of master state data stored in the data base system ...". A complete state data does not need to be maintained and transferred by the Internet browser. This reduces overhead and/or allows increased amounts of state data to be used. It assists in, for example, keeping track of the contracts that are described in Applicant's specification. There is a limited amount of state data stored in the Internet browser to identify the state data stored in the data base.

Applicant's claim 24 further includes the step of: "... preventing the state data stored by the browser to be entered into data base system and updating the subset of master data when the task is aborted by the user." As explicitly set forth in Applicant's specification pages 10-11, a limited amount of state data is stored on the browser side with the server data base when a task is aborted.

In contrast, Smith discloses an Internet data entry system that provides for local storage of entered data. See Smith abstract. Smith provides for several different "states:" a "load state", "data entry state", "code generation state", "file state", and "display state". See Smith Figure 4. Each of these "states" is a part of Smith's finite state machine representation. See Smith col. 5, lines 31-32.

Applicant's claim 24 explicitly requires "a control script which uses a limited amount of state data stored by the Internet browser during the execution of a task." Smith teaches away from this. The "file state" of Smith saves a generated secondary document with the captured data as

entered by the user in a file on a local hard disk of the client computer. See Smith col. 6, lines 14-19. The user activates the "file state" through the file pull-down menu of the browser. Smith col. 6, lines 14-16. This method allows data entry of information to be captured locally. Smith col. 6, lines 19-22.

Smith does not disclose or teach "state data stored by the Internet browser during the execution of a task". In contrast Smith deals with the storing of data, and in particular with the storing of data locally. The fact that Smith can be described as having states does not make its data (entered by a user) "state data". Smith does not disclose or teach that "the state data stored by the browser identifying a subset of master state data stored in the data base system."

Smith discloses and teaches a bulk upload methodology where information by the user is placed in a file. The whole file transferred and stored. In contrast, Applicant's claim 24 receives data in real time all through the task, and continuously reconciles the local state of the browser data with the transaction state of the master data subset. If the task is aborted, nothing is saved -- it is all deleted and never sent.

The Hipsley article does not address the above-identified differences between the teachings of Smith and Applicant's claim 24. Hipsley describes procedures for populating tables relative to structured query language (SQL). It does not describe or even address the issues addressed by Applicant's claim 24.

It is therefore respectfully submitted that neither Smith nor the Hipsley article individually or together present a *prima facie* case of obviousness of Applicant's claim 24.

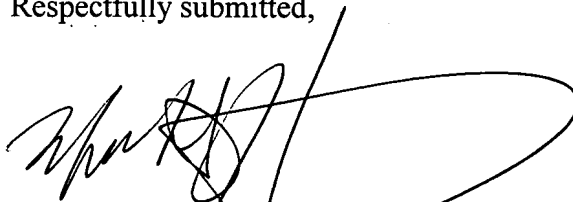
## CONCLUSION

It is respectfully submitted all matters raised in the Office Action have been addressed and remedied and that the application is in form for allowance. Reconsideration and favorable action is respectfully requested.

This is a request under the provision of 37 CFR § 1.136(a) to extend the period for filing a response in the above-identified application for three months from August 18, 2007 to November 18, 2007. Applicant is a small entity; therefore, please charge Deposit Account number 26-0084 in the amount of \$525.00 to cover the cost of the three-month extension. Any deficiency or overpayment should be charged or credited to Deposit Account 26-0084. It is not believed that any additional fees or any extensions of time are required for entry of this response, however, if any has been inadvertently overlooked, please consider this a request therefore and charge any required fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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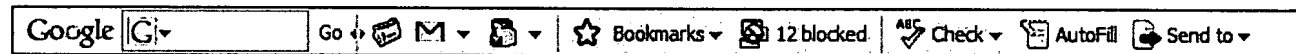
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